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COMPROMISE—CONSENT OF NEXT OF KIN AND OF PROBATE COURT.—The right of the representatives of a deceased person to compromise a cause of action for his death without the consent of the next of kin or the probate court is upheld in *Foot v. Great Northern R. Co.* (Minn.), 52 L. R. A. 354, although the action is brought for the benefit of the next of kin.

Such compromises are provided for by statute in Virginia. Va. Code, sec. 2905.

ESTOPPEL—STATEMENT THAT LIEN HAS BEEN PAID.—A mistaken statement that a mechanic's lien has been paid is held in *Kirchman v. Standard Coal Co.* (Iowa), 52 L. R. A. 318, not to estop the lienor from subsequently enforcing it as against one who bought the property in reliance on the statement, if that was made without any knowledge that he had any interest in the matter, or any intention to buy the property.

LANDLORD AND TENANT—DEFECTIVE PREMISES.—A landlord's promise to a tenant to protect an unguarded cistern, on the faith of which the tenant enters, is held in *Stillwell v. South Louisville Land Co.* (Ky.), 52 L. R. A. 325, to relieve the latter from contributory negligence, in taking possession with his family, where a child falls into the cistern before the landlord has guarded it.

For a note upon the general doctrine, see 6 Va. Law Reg. 799, 7 Id. 151; see also 21 Canadian Law Times, 420, reviewing recent important English cases to the same general effect.

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In the absence of any peculiarity in the nature of the publication and any special circumstances in the terms of employment, the copyright in such a case belongs to the contributor; and the fact that the contributor is also employed and paid for editing the encyclopædia makes no difference. So held by Joyce, J. (S. 248), in the High Court of Justice, *Aflalo and Cooke v. Lawrence and Bullen, Limited* (S. J. 724; T. 729; L. J. 420; L. T. 346).

DEPARTMENT STORE'S LIABILITY FOR DENTAL MALPRACTICE.—The Court of Appeals of New York has recently decided, in the case of *Hannon v. Siegel-Cooper Co.*, 60 N. E. 597, that where the defendants in the case made representations to the plaintiff, on which she relied, that they were conducting a dentist business in their store, and she, because of these representations, hired the workmen in the store of the defendants with no knowledge that the business was conducted by another individually, the defendants were responsible for the acts of the dentist who treated the plaintiff, even though the third party was, as a matter of fact, the real owner of that department of the defendant's store. The court further says that the plaintiff had a right to rely not only on the presumption that the defendants would employ a skillful dentist as its servant, but also on the fact that if the servant, whether skillful or not, was guilty of any malpractice, she had a responsible party to answer therefor in damages.